

COOPERATIVE AGREEMENT NO: CA 8896-9-8004

**COOPERATIVE AGREEMENT
BETWEEN
NATIONAL PARK SERVICE
AND
STATE OF HAWAII
BOARD OF LAND AND NATURAL RESOURCES**

**TITLE: PRESERVATION OF NATURAL AND CULTURAL RESOURCES,
KALAUPAPA**

COOPERATIVE AGREEMENT NO. CA 8896-9-8004

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ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, Public Law 96-565 - December 22, 1980 (hereinafter known as the Act) establishes the Kalaupapa National Historical Park (hereinafter known as the Park) in the State of Hawaii and provides for the administration and management of the Park through cooperative agreements of not less than 20 years' duration which the Secretary of the Interior shall seek and may enter into to preserve, protect, maintain, construct, reconstruct, develop, improve, and interpret sites, facilities, and resources of historic, natural, architectural, and cultural significance;

WHEREAS, the United States National Park Service (hereinafter known as the Service) shall promote and regulate the use of the Federal park areas and may preserve, protect, maintain, construct, reconstruct, develop, improve, and interpret sites, facilities, and resources of historic, natural, architectural, and cultural significance in accordance with the Act;

WHEREAS, the boundaries of the Park includes, in addition to all of Kalawao County which is under the jurisdiction of the State of Hawaii Department of Health, about 50 acres of land at Nihoa, and portions of Palaau State Park which are under the management of the State of Hawaii Board of Land and Natural Resources (hereinafter known as the Board);

WHEREAS, a 1,330-acre area of Kalawao County has been established by Governor's Executive Order as the Puu Alii Natural Area Reserve and other areas of Kalawao County have been designated as forest reservations under the care and control of the Board;

WHEREAS, the Board has requested the assistance and cooperation of the Service in managing and controlling feral pigs on the Puu Alii Natural Area Reserve;

WHEREAS, the Service has a long and successful record and the expertise to control noxious feral ungulates on its lands;

WHEREAS, almost all of the Park is on the National Register of Historic Places as a National Historic Landmark and over 50 specific buildings, ruins, and sites are on the List of Classified Structures, all of which are subject to regulation under the Board's and the Service's historic preservation programs;

WHEREAS, the Act provides that as a condition precedent to the expenditures of any federal funds, a binding written cooperative agreement of at least 20 years' duration be agreed to;

WHEREAS, both parties wish to avoid unnecessary, costly, and wasteful duplication of efforts; and,

WHEREAS, the two parties to this Agreement wish to cooperate with one another for their own mutual benefit and for the general benefit of the people of the United States and future generations;

ARTICLE II. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto desire to cooperate and mutually agree as follows:

A. The Board Agrees:

1. That subject to applicable approvals of the State of Hawaii Director of Health, the Service and the public shall have the right of access at reasonable times to public portions of the property for interpretive and other program management purposes.
2. That the Board shall be liable to the United States in an amount equal to the fair market value of any capital improvements made to or placed upon its property by the Service in the event this Agreement is terminated prior to its natural expiration, or any extension thereof, by the Board, such value to be determined as of the date of such termination, or, at the election of the Service, that the Service be permitted to remove such capital improvements within a reasonable time of such termination. Upon the expiration of this Agreement, the improvements thereon shall become the property of the Board, unless the Service desires to remove such capital improvements and restore the property to its natural state within a reasonable time of such expiration.

B. The Service Agrees:

1. That it will meet with the Board or its representatives for joint planning and coordinating purposes.
2. That the items listed below are subject to agreements with the owners, permits and approvals from the Board, and the availability of funds in current and future years' appropriations, and it will:
 - a. Operate and maintain all Park facilities, including utilities, roads, trails, cemeteries, historic structures, and public grounds, except those facilities on portions of Palaa State Park within the boundaries of Kalaupapa National Historical Park which shall continue to be operated and maintained by the Board subject to Section C.5 below;
 - b. Protect and preserve archeological sites, native ecosystems, threatened and endangered species, water and air quality;
 - c. Conduct basic natural and cultural resource research, inventories, and studies and share the raw data and the results with the Board and other interested parties;
 - d. Prepare plans on various aspects of management, operations, preservation, and interpretation and submit drafts to the Board for review and approval prior to implementation;
 - e. Install and maintain interpretive devices and exhibits, animal control fences, informational signs;
 - f. Manage/control visitor use and safety, fire, feral animals, selected vegetation, solid waste, and litter;
 - g. Assist the Board in every way possible in the management and control of feral ungulates on the Puu Alii Natural Area Reserve and other areas of Kalaupapa National Historical Park where such animals are doing damage to native ecosystems.

3. That annual progress reports regarding the work of the Service at the Park will be provided the Board.
4. That nothing in this Agreement shall be done in violation of specific provisions of State laws, administrative rules or regulations of the Board.
5. That subject to applicable approvals of the State of Hawaii Director of Health, the Board and the public shall have the right of access at reasonable times to public portions of the property for interpretive and other program management purposes.

C. It Is Mutually Understood and Agreed:

1. That the Service and the Board shall consider jointly, at such places and at such intervals as may be agreed upon by both parties hereto, subjects of mutual interest or concern relating to the operation, preservation, and protection of the Park.
2. That no changes or alterations shall be made in the property or in the use of the property which is the subject of the Agreement without mutual agreement of the Service and the Board.
3. That nothing in this agreement shall be interpreted to convey or impair the Board's jurisdiction over fishing or other management of streams, and stream and near-shore resources and waters, including diversions of Waikolu Valley waters. Further that all discussions, actions, or activities related to water and aquatic resources within the park are beyond the purview of this Cooperative Agreement.
4. That so long as the resident patients remain at Kalaupapa, the Service and the Board, in cooperation with the State Department of Health, will assist each other in protecting their current lifestyle, rights, and individual privacy.
5. That the two existing Memorandums of Understanding between the Service and the Board regarding wayside exhibits in Palaaau State Park executed in March 1985 and for mutual aid in fire control executed in August 1985 are hereby reaffirmed without change.

ARTICLE III. TERM OF AGREEMENT

This agreement shall become effective upon the date of final signature and, in accordance with the requirements of Section 105(b)(2) of the Act, shall remain in effect for a period of 20 years and may be extended and amended by mutual agreement at any time. Upon expiration the agreement shall be reviewed to determine if it should be renewed, modified, or terminated.

ARTICLE IV. KEY OFFICIALS

1. The key official for this agreement on behalf of the Service is: Director, Pacific Area, 300 Ala Moana Boulevard, Box 50165, Honolulu, Hawaii 96850, who shall act in the Service's behalf as Government Technical Representative.
2. The key official for this agreement on behalf of the Board is: Chairperson of the Board, P. O. Box 621, Honolulu, Hawaii 96809.

ARTICLE V. AWARD (NON-FINANCIAL)

1. The Service shall furnish personnel, facilities, supplies, materials, and services as delineated in Article II, Statement of Work, subject to the availability of appropriations.
2. This is a non-financial agreement and nothing contained herein authorizes the Board to incur any costs.
3. Nothing herein shall be construed as obligating either the Service or the Board to expend or involve either party in any contract or other obligation for the future in excess of appropriations authorized by law and administratively allocated for the work.

ARTICLE VI. PRIOR APPROVAL

Both parties agree to secure the necessary licenses, permits, and approvals before undertaking any regulated activities, including but not limited to the following:

- a. Conservation District Use Applications for any new, change in existing, or, expansion of land use within the Conservation District in accordance with Chapter 183-41 Hawaii Revised Statutes, as amended, and Title 13, Chapter 2 - Administrative Rules of the Department of Land and Natural Resources.
- b. Well Drilling or Modification Permits.
- c. Construction or installation of any capital improvements.
- d. Licenses and special permits for the hunting or otherwise controlling animals doing damage in accordance with Title 13, Chapter 123.
- e. Special use permits to conduct activities otherwise prohibited within the Puu Alii Natural Area Reserve in accordance with Title 13, Chapter 209.
- f. Scientific collecting permits, on a project-by-project basis, to engage in collecting or research activities which would otherwise be unlawful.

ARTICLE VII. REPORTS

Other than the progress reports described in Article II, there are no reports required in connection with this agreement.

All correspondence and/or copies of all written notices between the Service and the Board shall be sent to the following addresses:

National Park Service
Pacific Area Office
300 Ala Moana Boulevard
Suite 6305, Box 50165
Honolulu, Hawaii 96850

Attention: Government Technical Representative

Board of Land and Natural Resources
State of Hawaii
P. O. Box 621
Honolulu, Hawaii 96809

Attention: Chairperson of the Board

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

No property is being furnished as part of this agreement; therefore, this Article is not applicable.

ARTICLE IX. TERMINATION PRIOR TO NATURAL EXPIRATION

This agreement may be terminated by either party with 60 days' notice to the other. The Service may unilaterally terminate the agreement in accordance with Circulars A-102/110 (see attached General Provisions, Part 14).

IN WITNESS HEREOF, the parties hereto have signed their names and executed this agreement.

Cooperative Agreement No: CA 8896-9-8004

To continue for 20 years from effective date below.

TITLE: Preservation of Natural and Cultural Resources, Kalaupapa

STATE OF HAWAII
BOARD OF LAND AND NATURAL RESOURCES

NATIONAL PARK SERVICE

NAME: S/W^m Paty
TITLE: Chairperson of the Board
DATE: Aug. 4, 1989

NAME: Bryan Harry
TITLE: Pacific Area Director
DATE: 8/16/89

APPROVED AS TO FORM

Dwain Watson
Deputy Attorney General, State of Hawaii
July 27, 1989